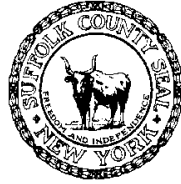


COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

Philip A. Berdolt
COMMISSIONER

SUFFOLK COUNTY DEPARTMENT
OF
PARKS, RECREATION AND CONSERVATION

2018 PERMIT

MOBILE FOOD/BEVERAGE CONCESSION

The parties hereto desire to make available to the County the services to provide a Mobile Food/Beverage Concession at **XXXXCounty Park, XXX, New York.**

Term of Permit: Shall commence upon execution through December 31, 2018

Total Cost of Permit: Revenue to County as described in Exhibit A.

In Witness Whereof, the parties hereto have executed this Permit as of the latest date written below.

NAME OF COMPANY.

County of Suffolk

XXXXXXX

Owners/Operators

Philip A. Berdolt
Commissioner of Parks,
Recreation and Conservation

DATE:_____

DATE:_____

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Exhibit A
Terms And Conditions

In consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto, as follows:

1. Description and Term of Permit

- a. The Department of Parks, Recreation and Conservation hereby grants to the Permit Holder and the Permit Holder hereby accepts from the Department of Parks, Recreation and Conservation permission to operate for the period herein stated, subject to all of the terms and conditions herein contained, the following described Mobile Food/Beverage Concession at **XXX County Park** which Permit shall commence upon execution and end on **December 31, 2018**.
- b. Permit Holder will be required to offer for sale ice cream and/or a variety of snack food items such as cookies, potato chips and soft drinks. All such merchandise must be fresh and meet all of the preparation, transportation and serving requirements of the Suffolk Department of Parks, Recreation and Conservation and the Suffolk County Department of Health Services.

2. Licensed Activity

The Permit Holder agrees to conduct and use the Mobile Food/Beverage Permit for no other purpose than herein stated and to equip the same at the Permit Holder's own cost and expense.

3. Permit Fees

- a. Permit Holder agrees to pay the Department of Parks, Recreation and Conservation as compensation for the Permit and for the privilege of operating within the park(s) for the period aforesaid, **the non-refundable flat fee of \$XXXX.00 prior to commencement of the Permit.**
- b. All remittances shall be made payable to **"Suffolk County Department of Parks."**

4. Advertising

The Permit Holder covenants and agrees not to advertise in any manner or form, on or about the County-owned premises, buildings, or spaces used by him/her, or elsewhere, or in any newspaper or otherwise, except by means of such signs or form of advertising as shall be approved in advance by the Commissioner of the Department of Parks.

5. Permit Holder Compliance With Regulations

- a. The Permit Holder agrees to comply with all applicable Federal, State, County and local laws, rules, regulations, codes, ordinances, requirements and County policies in effect on the date of execution of this Permit and as may be adopted or amended from time to time. The Permit Holder shall obtain, pay for, and comply with any conditions contained in any permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Agreement. Such laws and regulations include, but are not limited to:

Suffolk County Code Chapter 647 (Pest Control)
Organic Parks Maintenance Plan and any other County policies relating to pesticides.

Suffolk County Code §643-4 (Prohibited Acts) regarding acts prohibited on County parkland.

Suffolk County Sanitary Code.

Such compliance shall be at Permit Holder's sole cost and expense.

- b. The Permit Holder shall provide written evidence and copies of all required Health Department approvals, permits and certificate(s).

6. Insurance

- a. On or before the date of execution of this Permit, the Permit Holder, at his/her own cost and expense, agrees to procure, pay the entire premium for and maintain throughout the term of this Permit insurance in amounts and types specified by the County. The Permit Holder agrees to require that all if its contractors, in connection with work performed for the Permit Holder related to this Permit, procure, pay the entire premium for and maintain throughout the term of this Permit insurance in amounts and types equal to that specified by the County for the Permit Holder. Unless otherwise specified by the County and agreed to by the Permit Holder, in writing, such insurance will be as follows:
- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Permit Holder in the performance of this Permit) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence; and proof of owner registration.
 - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Permit Holder shall furnish to the County, prior to its

execution of this Permit, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Permit shall be void and of no effect unless the Permit Holder shall provide and maintain coverage during the term of this Permit for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Permit Holder shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Permit Holder shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices " or at such other address of which the County shall have given the Permit Holder notice in writing.
- e. In the event the Permit Holder shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Permit, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due to the Permit Holder under this Permit or any other agreement between the County and the Permit Holder.

7. Accounting and Record Keeping

The Permit Holder agrees to keep the books of account and records of all operations under this Permit and to establish a system of bookkeeping and accounts which are in accordance with generally accepted accounting principles.

8. Sanitary Condition of Premises/Site Clean-up

The Permit Holder shall at all times keep the areas used under this Permit in a clean and sanitary condition and to see that all paper and other debris connected with the Mobile Ice Cream Concession is properly contained and removed from the Park and disposed of by Permit Holder.

9. Operational Plan

The Permit Holder is required to check in at the Park entrance booth or office prior to entering the Park and show the Department issued Parking Permit Card and is required to use only the areas designated by Park Personnel.

10. Illegal/Objectionable Conduct

- a. The Permit Holder agrees not to use, or suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any illegal purpose, or for any purpose in violation of any federal, state, County or municipal law, ordinance, rule, order or regulation now in effect or hereafter enacted, amended or adopted, and will protect, defend, indemnify and forever hold harmless the County of Suffolk, the Suffolk County Department of Parks, Recreation and Conservation and any individual members thereof and their agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed, or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Permit Holder, or any employee, person or occupant for the time being of said premises; and in the event of any violation, the County shall have the right and power, and is hereby authorized by the Permit Holder, to immediately declare this Permit terminated as if it had naturally expired.
- b. The Permit Holder agrees not to use, or suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any purpose in violation of any ordinance, rule or regulation of the Suffolk County Department of Parks, Recreation and Conservation now in effect or hereafter enacted, amended or adopted, and in the event of any violation, or in case the County or its representatives shall deem any conduct on the part of the Permit Holder, any person or occupant for the time being of the premises, the License or the operation thereof to be objectionable or improper, the County shall have the right and power, and is hereby authorized by the Permit Holder, to immediately declare this Permit terminated as if it had naturally expired.

11. Indemnification and Defense

- a. The Permit Holder shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Permit Holder, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Agreement.
- b. The Permit Holder hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Permit Holder agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of

reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

- c. The Permit Holder shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Agreement, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Permit Holder to pay reasonable attorneys' fees of salary costs of County employees of the Department of Law for the defense of any such suit.

12. Notices

a. Notices

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Permit Holder at the address on page 1 of the Agreement and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Permit Holder relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

b. Litigation/Accidents

- i. The Permit Holder shall notify the County of any accidents and/or claims, or property damage, arising on or within the Licensed Premises. Notice of accidents and/or claims shall be given immediately (or as soon as possible) to the Suffolk County Park Rangers Headquarters at (631) 854-1422 or at such other number the County provides to the Permit Holder in writing.
- ii. In the event of any disturbance, emergency, criminal or illegal behavior, serious violations of the Department's rules and regulations and other circumstances that may warrant such action, the Permit Holder shall also immediately notify the Police at 911 and/or other emergency responders.
- iii. In addition, written notice, together with a report on the incident and all accompanying documentation, shall be provided in writing to the County as soon as practicable, however, in any event within (1) business day, as defined above, of the Permit Holder's receipt of notice or of information regarding an accident or claim.

13. Independent Contractor

It is expressly agreed that the Permit Holder's status hereunder is that of an independent contractor. Neither the Permit Holder nor any person hired by the Permit Holder shall be considered employees of the County of Suffolk for any purpose.

14. No Assignment

The Permit Holder shall not assign, transfer, convey, subcontract or otherwise dispose of this Permit, or any of its right, title or interest therein, or its power to execute this Permit, or assign all or any portion of the monies that may be due or become due to the Permit Holder under the terms of this Permit, to any person or corporation, without the prior consent in writing of the Department of Parks, Recreation and Conservation, and any attempt to do any of the foregoing without such consent shall be of no effect.

15. Not a Co-Partnership

Nothing herein contained shall create or be construed as creating a co-partnership between the County/Licensors and the Permit Holder or to constitute the Permit Holder or the Permit Holder's employees as agents or employees of the County.

16. Termination

This Permit may be cancelled, in writing, at the Commissioner's sole discretion for Permit Holder's non-compliance with the terms of the Permit or as a result in changes in Departmental policies or procedures.

END OF TEXT FOR EXHIBIT A

Exhibit B

Suffolk County Legislative Requirements for Permits

1. Contractor's/Vendor's Public Disclosure Statement

The Permit Holder represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Permit Holder acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Gratuities

The Permit Holder represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 664 of the Suffolk County Code).

3. Child Sexual Abuse Reporting Policy

The Permit Holder agrees to comply with Chapter 880, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

4. Non Responsible Bidder

The Permit Holder represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 189, Article II, §§189-5 through 189-9. Upon signing this Agreement the Permit Holder certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

5. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.legis.suffolkcountyny.gov. Click on "Search the Laws of Suffolk County".

END OF TEXT FOR EXHIBIT B